

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between the Santa Monica Community College District (the “District”) and the California School Employees Association and its Chapter 36 (together “CSEA”) as of this 30th day of April, 2020.

### **RECITALS**

A. On March 17, 2020, the Board of Trustees adopted a resolution declaring that emergency conditions existed in the District as a result of the COVID-19 global pandemic.

B. The Board of Trustees authorized the Superintendent/President to enter into agreements with employee organizations to provide special leave benefits during this emergency.

C. The District and CSEA have met and conferred concerning the subject matter of this MOU.

### **AGREEMENT**

In consideration of mutual agreements set forth herein, the parties agree as follows:

1. By its terms, the MOU entered into between the parties on March 19, 2020, provided expanded leave benefits during the Spring Semester and these expanded leave benefits expire on June 16, 2020. The expanded sick leave benefits set forth in the MOU provided greater benefits than the paid sick leave provisions of the Families First Coronavirus Response Act. Upon expiration of the expanded sick leave benefits set forth in the March 19, 2020 MOU, 80 hours of paid sick leave under the Families First Coronavirus Response Act shall be available to employees as set forth in Paragraph 3 below.

2. Beginning on June 17, 2020, employees will be paid only for hours worked. In the event an employee is unable to work, they can utilize leave available to them under the Families First Coronavirus Response Act or the collective bargaining agreement. An employee may use full-paid sick leave for reasons not specified in the collective bargaining agreement if they have exhausted available compensatory time and vacation pay. For employees who did not start a leave until after March 17, 2020, and who have exhausted available leave, the employee shall be placed on an unpaid leave of absence for up to 180 days; provided that such employee is subject to layoff in accordance with Article 15.

3. The following paid sick leave and expanded family and medical leave is provided through December 31, 2020:

**A. Qualifying Reasons for Paid Sick Leave**

An employee qualifies for paid sick time if the employee is unable to work either in person or by telework due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

**B. Amount of Paid Sick Leave**

A full-time employee is entitled to up to 80 hours of paid sick leave.

A part-time employee is entitled to up to the number of hours of paid sick leave equal to the number of hours that the employee is normally scheduled to work over two workweeks.

**C. Amount of Pay for Paid Sick Leave**

The employee shall be paid at the higher of (a) the employee's average regular wage; the federal minimum wage to which the employee is entitled; or (c) any State or local minimum wage to which the employee is entitled subject to the limitations set forth in the following table:

COVID-19 Qualifying Reason	Person	% of Rate of Pay	Maximum Benefit*
Subject to a federal, state, or local quarantine or isolation order	Self	100%	\$511 daily \$5110 total
Advised by a health care provider to self-quarantine	Self	100%	\$511 daily \$5110 total
Experiencing COVID-19 symptoms and is seeking a medical diagnosis	Self	100%	\$511 daily \$5110 total
Caring for an individual who is subject to a federal, state, or local quarantine order or isolation order	Other Individual	66.67%	\$200 daily \$2000 total
Caring for an individual who has been advised by a health care provider to self-quarantine	Other Individual	66.67%	\$200 daily \$2000 total
Caring for a child whose school or place of care is closed (or unavailable) for reasons related to COVID-19	Dependent Child	66.67%	\$200 daily \$2000 total
Experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury	N/A	66.67%	\$200 daily \$2000 total
* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay			

**D. Qualifying Reason for Extended Family and Medical Leave**

An employee qualifies for expanded family and medical leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

**E. Amount of Expanded Family and Medical Leave**

In connection with a qualifying event under A(5) above, a full-time employee is eligible for up to 12 weeks of leave (two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave) at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

<b>Time Period</b>	<b>% of Rate of Pay</b>	<b>Maximum Benefit</b>
Days 1 - 10 (First 2 weeks)	0% if not using paid leave 66.67% if using expanded paid sick leave 100% if using other accrued paid leave	N/A - unpaid \$200 daily; \$2000 total if using EPSL N/A - paid at regular rate of pay if using accrued paid leave
Days 11 - 60 (Weeks 3 - 12)	66.67%	\$200 daily \$10,000 total
* Employee can use own accrued paid leave equivalent to the unpaid portion to offset the reduction in pay		

**F. Implementation**

Any decisions made by the District shall be in accordance with the regulations adopted by the Department of Labor and set forth in 29 C.F.R. Part 826.

4. The following provisions shall remain in effect until the earlier of the termination of the COVID-19 emergency by the Board of Trustees or December 31, 2020:

a. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and detailed information in the possession of the District concerning such infection.

b. The District will provide necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Classified employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than

refuse them absent evidence that the assigned task puts their own health or another's health at risk).

c. To provide employees with maximum opportunities to telework, the parties agree as follows during the period of any Temporary Telework Agreement:

- 1) No employee shall suffer the loss of a stipend or pay differential because they have requested a change in hours or workdays that would not require such a stipend or pay differential.
- 2) The District shall not be required to pay a stipend or pay differential to an employee who has requested and been approved for a temporary change in hours or workdays to better accommodate their ability to telework.

d. To provide employees with maximum opportunities to flex their schedules, the parties agree as follows during the period of any temporary alternative work arrangement entered into during the Spring Semester on or after March 17, 2020.

- 1) No employee shall suffer the loss of a stipend or pay differential because they have requested a change in hours or workdays that would not require such a stipend or pay differential.
- 2) The District shall not be required to pay a stipend or pay differential to an employee who has requested and been approved for a change in hours or workdays to better accommodate their ability to work.

e. The District shall have a plan in place to comply with Labor Code Section 230.8 for classified employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.

5. This MOU applies to all classified employees within the scope of representation set forth in Article 2 of the collective bargaining agreement between the parties.

*Michael Roberts*

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MICHAEL ROBERTS  
Chapter 36 President

*Kathryn E. Jeffery*  
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DR. KATHRYN E. JEFFERY  
Superintendent/President

*Jessica Gonzalez*  
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JESSICA GONZALEZ  
CSEA Labor Representative

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For the District

For California School Employees Association